

Amendment 194 **Contract No. 229944**

To the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System

This Amendment 194 to the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System is entered into this 27th day of APRIL, 2012, by and between Vix Technology (USA) Inc. (formerly known as ERG Transit Systems (USA) Inc), a California corporation and wholly owned subsidiary of Vix Mobility Pty Ltd, an Australian corporation, (hereinafter referred to as the "Contractor") and each of the following seven public transportation agencies (hereinafter referred to individually as an "Agency" or collectively as the "Agencies"):

1. Central Puget Sound Regional Transit Authority ("Sound Transit")
2. King County ("King County")
3. Kitsap County Public Transportation Benefit Area ("Kitsap Transit")
4. Pierce County Public Transportation Benefit Area ("Pierce Transit")
5. Snohomish County Public Transportation Benefit Area ("Community Transit")
6. City of Everett ("Everett")
7. State of Washington, acting through the Washington State Department of Transportation, Washington State Ferries Division ("WSF")

Recitals

- A. Effective April 29, 2003, each of the Agencies and the Contractor entered into Contract #229944 ("Contract") to implement a Regional Fare Coordination System ("RFC System") to establish a common fare system utilizing smart card technology. The Contractor is responsible for the development, implementation, operation and maintenance of the RFC System as specified in the Contract.
- B. The Agencies and the Contractor desire to amend Section VI of Exhibit 9, Price Schedule Special Programs, to compensate the Contractor for the work necessary to modify the ORCA system to provide additional options to replace Youth cards and increase customer convenience. This work is more fully described in SEA-06717 RFCS RFI 608 *Preliminary Analysis – Youth Card Replacement v14.0*, per the Agencies' response dated April 4, 2012.
- C. The Parties agree that the Work necessary to modify the system to improve the processes for Youth card replacement will be performed and compensated as described below.

Agreement

Section 1.0 Description of Work

- 1.1 The Contractor will perform the work necessary to modify the system to provide for additional options to replace a lost or stolen Youth card. The Contractor will:
 - (a) Modify the system to store the Youth cardholder's Date of Birth (DOB) in the following locations:
 - i. The Card Account on the On-line Server (OLS): The field will be populated from the usage data (UD) generated during the card issue or replacement process. The UD is created regardless of point of issue (i.e. Customer Service Terminal [CST], Call Center Website/CIPP). This data can be updated from an "Update Passenger Type" usage data transaction.
 - ii. On the physical card: All Youth cards will be issued with a DOB written to the physical card. This applies to new and replacement cards.
 - (b) Modify the system to allow for Youth card replacements via the following locations and rules:
 - i. Replacement Youth cards can be ordered via the Cardholder (CHW) and Call Center Websites (CCW) and at a CST.
 - ii. Replacement Youth cards can only be ordered via the Cardholder Website if the original card is registered. The replacement process is initiated via the "Report Lost or Stolen Card" process.
 - iii. Replacement Youth card processing will use only the OLS DOB
 - (c) Modify the system to allow for the following Youth card replacement processes:

Amendment Reference	Location	Card Present	DOB in OLS	Contractor Requirement
i.	CST	Yes	N/A	REQ: N/A The date of birth in the OLS is irrelevant as the card is present. Replacement is allowed.
ii	CST	No	Any value	REQ: If the OLS date of birth is Adult, then the CST will issue an Adult card. A message will be displayed on the CST to this effect. The system checks the date of birth in the OLS. If there is a date of birth in the OLS then replacement is allowed. There is no error if the date of birth in the OLS is not a Youth date of birth.
iii	CST	No	No value	REQ: The system checks the date of birth in the OLS. If there is no date of birth in the OLS then a notification message is displayed to the Customer Service Representative (CSR). The CSR has 2 options: 1 – Continue with the replacement. The new card will be encoded with the new date of birth. This will update the OLS with the date of birth provided by the cardholder. 2 – Abort the replacement process

Amendment Reference	Location	Card Present	DOB in OLS	Contractor Requirement
iv	CHW	No	Any value	REQ: The system checks the date of birth in the OLS. If there is a date of birth in the OLS then replacement is allowed. If the date of birth in the OLS is Adult then the replacement card will be an Adult card. A message will be displayed to the cardholder to this effect.
v	CHW	No	No value	REQ: The system checks the date of birth in the OLS. If there is no date of birth in the OLS then the cardholder is directed to a walk-in center to complete the replacement. Alternatively, a link to the card order form is displayed in the message
vi	CCW	No	Any value	REQ: The system checks the date of birth in the OLS. If there is a date of birth in the OLS then replacement is allowed. If the date of birth in the OLS is Adult then the replacement card will be an Adult card. A message will be displayed to the CSR to this effect. The cardholder may block the card "Lost or Stolen" without processing a replacement if required.
vii	CCW	No	No value	REQ: The system checks the date of birth in the OLS. If there is no date of birth in the OLS then the cardholder is directed to a Walk-in Center to complete the replacement. Alternately, a link to the card order form is displayed in the message. The cardholder may still block the card "Lost or Stolen" if required. In this case a replacement cannot be subsequently carried out.

- (d) Modify the system card payment devices so that they will, over time, populate the OLS with the DOB for all currently issued Youth cards in production. Upon card presentation, the device carries out a check to obtain the DOB on the physical card. If there is a DOB on the card, then this will be included in the fare payment UD. This UD will then update the OLS when it reaches the back end.
- (e) Modify the system to prevent updates to the date of birth on the Cardholder or Call Center Websites. The Contractor will use static text provided by the Agencies for web page updates.

1.2 The Contractor will update the following system documentation:

- (a) SEA-01539 ORCA Call Center Website Functional Specification
- (b) SEA-00028 Customer Service Functions (DR 1A)
- (c) SEA-00045 Customer Service Terminal (DR 108)
- (d) SEA-01438 ORCA Cardholder Website Functional Specification
- (e) SEA-00363 RFCS Call Center Operations Manual
- (f) SEA-04418 Operations Manual – Customer Service Walk-in Center

Section 2.0 Schedule:

2.1 The work described in Sections 1.0 will be completed with Maintenance Release 18

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the Parties hereby agree to amend the Contract as follows:

Section 3.0 Compensation Changes

3.1 Section VI (Implementation) of Exhibit 9, Price Schedule, is hereby amended to read as follows:

VI. IMPLEMENTATION**SPECIAL PROGRAMS**

LUMP SUM COST

Amendment No. 194

The Contractor will perform the work necessary to update the system to provide for additional options to replace Youth cards.	TOTAL
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\$89,587

Section 4.0 Other Terms and Conditions

All other provisions of the Contract not referenced in this Amendment One Hundred and Ninety-four shall remain in effect.

IN WITNESS WHEREOF, authorized representative of the Agencies and the Contractor have signed their names in the spaces provided below.

Vix Technology (USA) Inc.

By:

Its:

Date:

General Manager
4/16/12

City of Everett

By: _____
Its: _____
Date: _____

By: _____
Its: _____
Date: _____

King County

By: _____
Its: _____
Date: _____

Kitsap County Public Transportation Benefit Area

By: _____
Its: _____
Date: _____

Pierce County Public Transportation Benefit Area

By: _____
Its: _____
Date: _____

Snohomish County Public Transportation Benefit Area

By: _____
Its: _____
Date: _____

Washington State Ferries, acting through the Washington State Department of Transportation Ferries Division ("Washington State Ferries")

By: _____
Its: _____
Date: _____

Section 4.0 Other Terms and Conditions

All other provisions of the Contract not referenced in this Amendment One Hundred and Ninety-four shall remain in effect.

IN WITNESS WHEREOF, authorized representative of the Agencies and the Contractor have signed their names in the spaces provided below.

Vix Technology (USA) Inc.

By: TJ W. Ih
Its: General Manager
Date: 4/16/12

Central Puget Sound Regional Transit Authority

By: Celi K. ...
Its: Deputy CEO
Date: 4-19-2012

King County

By: _____
Its: _____
Date: _____

Pierce County Public Transportation Benefit Area

By: _____
Its: _____
Date: _____

Washington State Ferries, acting through the Washington State Department of Transportation Ferries Division ("Washington State Ferries")

By: _____
Its: _____
Date: _____

City of Everett

By: _____
Its: _____
Date: _____

Kitsap County Public Transportation Benefit Area

By: _____
Its: _____
Date: _____

Snohomish County Public Transportation Benefit Area

By: _____
Its: _____
Date: _____

Section 4.0 Other Terms and Conditions

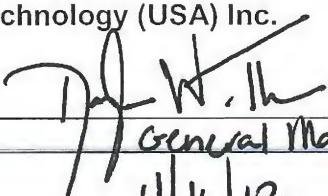
All other provisions of the Contract not referenced in this Amendment One Hundred and Ninety-four shall remain in effect.

IN WITNESS WHEREOF, authorized representative of the Agencies and the Contractor have signed their names in the spaces provided below.

Vix Technology (USA) Inc.

By: _____
Its: _____

Date: _____



D.J. W. H.
General Manager
4/16/12

Central Puget Sound Regional Transit Authority

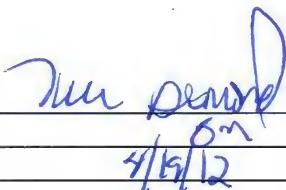
By: _____
Its: _____
Date: _____

City of Everett

By: _____
Its: _____
Date: _____

King County

By: _____
Its: _____
Date: _____



Tim Dennis
4/16/12

Kitsap County Public Transportation Benefit Area

By: _____
Its: _____
Date: _____

Pierce County Public Transportation Benefit Area

By: _____
Its: _____
Date: _____

Snohomish County Public Transportation Benefit Area

By: _____
Its: _____
Date: _____

Washington State Ferries, acting through the Washington State Department of Transportation Ferries Division ("Washington State Ferries")

By: _____
Its: _____
Date: _____

Section 4.0 Other Terms and Conditions

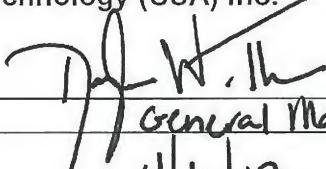
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IN WITNESS WHEREOF, authorized representative of the Agencies and the Contractor have signed their names in the spaces provided below.

Vix Technology (USA) Inc.

By: _____
Its: _____

Date: _____


Jeff W. Ih
General Manager

4/16/12

Central Puget Sound Regional Transit Authority

By: _____
Its: _____
Date: _____

City of Everett

By: _____
Its: _____
Date: _____

King County

By: _____
Its: _____
Date: _____

Kitsap County Public Transportation Benefit Area

By: _____
Its: _____
Date: _____

Pierce County Public Transportation Benefit Area

By: Autoferry Inc. Its: CEO
Date: April 23, 2012

Snohomish County Public Transportation Benefit Area

By: _____
Its: _____
Date: _____

Washington State Ferries, acting through the Washington State Department of Transportation Ferries Division ("Washington State Ferries")

By: _____
Its: _____
Date: _____

Section 4.0 Other Terms and Conditions

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Vix Technology (USA) Inc.

By: _____
Its: _____

Date: _____

Jeff W. Ih
General Manager
4/16/12

Central Puget Sound Regional Transit Authority

By: _____
Its: _____
Date: _____

City of Everett

By: _____
Its: _____
Date: _____

King County

By: _____
Its: _____
Date: _____

Kitsap County Public Transportation Benefit Area

By: _____
Its: _____
Date: _____

Pierce County Public Transportation Benefit Area

By: _____
Its: _____
Date: _____

Snohomish County Public Transportation Benefit Area

By: _____
Its: _____
Date: _____

Washington State Ferries, acting through the Washington State Department of Transportation Ferries Division ("Washington State Ferries")

By: _____
Its: Assist. Sec., WSDOT Ferries Division
Date: 4-27-2012

Section 4.0 Other Terms and Conditions

All other provisions of the Contract not referenced in this Amendment One Hundred and Ninety-four shall remain in effect.

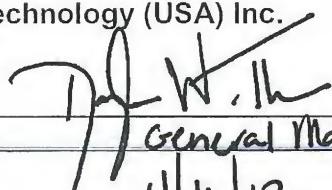
IN WITNESS WHEREOF, authorized representative of the Agencies and the Contractor have signed their names in the spaces provided below.

Vix Technology (USA) Inc.

By:

Its:

Date:



D.J. W. H.

General Manager

4/16/12

Central Puget Sound Regional Transit Authority

By:

Its:

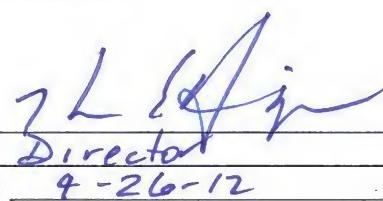
Date:

City of Everett

By:

Its:

Date:



Z. L. Laffin

Director

4-26-12

King County

By:

Its:

Date:

Kitsap County Public Transportation Benefit Area

By:

Its:

Date:

Pierce County Public Transportation Benefit Area

By:

Its:

Date:

Snohomish County Public Transportation Benefit Area

By:

Its:

Date:

Washington State Ferries, acting through the Washington State Department of Transportation Ferries Division ("Washington State Ferries")

By:

Its:

Date:

Section 4.0 Other Terms and Conditions

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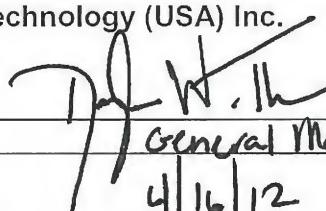
IN WITNESS WHEREOF, authorized representative of the Agencies and the Contractor have signed their names in the spaces provided below.

Vix Technology (USA) Inc.

By:

Its:

Date:



D.J. W. H.
General Manager

4/16/12

Central Puget Sound Regional Transit Authority

By:

Its:

Date:

City of Everett

By:

Its:

Date:

King County

By:

Its:

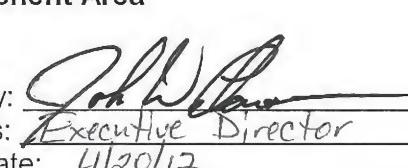
Date:

Kitsap County Public Transportation Benefit Area

By:

Its:

Date:



John W. H.
Executive Director
4/20/12

Pierce County Public Transportation Benefit Area

By:

Its:

Date:

Snohomish County Public Transportation Benefit Area

By:

Its:

Date:

Washington State Ferries, acting through the Washington State Department of Transportation Ferries Division ("Washington State Ferries")

By:

Its:

Date:

Section 4.0 Other Terms and Conditions

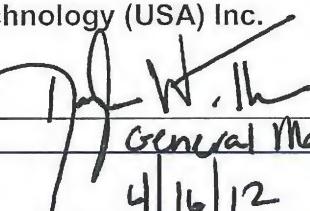
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IN WITNESS WHEREOF, authorized representative of the Agencies and the Contractor have signed their names in the spaces provided below.

Vix Technology (USA) Inc.

By: _____
Its: _____

Date: _____



Doug W. Ih
General Manager

Central Puget Sound Regional Transit Authority

By: _____
Its: _____
Date: _____

King County

By: _____
Its: _____
Date: _____

Pierce County Public Transportation Benefit Area

By: _____
Its: _____
Date: _____

Washington State Ferries, acting through the Washington State Department of Transportation Ferries Division ("Washington State Ferries")

By: _____
Its: _____
Date: _____

City of Everett

By: _____
Its: _____
Date: _____

Kitsap County Public Transportation Benefit Area

By: _____
Its: _____
Date: _____

Snohomish County Public Transportation Benefit Area

By: Emmett Heath for CEO
Its: Emmett Heath, Director of Administration
Date: 4-26-12